



## *Report to the Auburn City Council*

Action Item

Agenda Item No. **4**City Manager Approval  

**To:** Mayor and City Council Members  
**From:** Bernie Schroeder, Director of Public Works   
**By:** Carie Huff, Associate Civil Engineer   
**Date:** September 26, 2011  
**Subject:** Auburn Municipal Airport – Professional Services Agreement with Jacobs Engineering Group, Inc.

### *The Issue*

Shall the City authorize a Professional Services Agreement with Jacobs Engineering Group, Inc. to update the Auburn Airport Layout Plan?

### *Conclusion and Recommendation*

Staff recommends that the City Council, BY RESOLUTION, authorize the Director of Public Works to execute a Professional Services Agreement with Jacobs Engineering Group, Inc. in an amount not to exceed \$43,522.

### *Background*

A Master Plan and associated Airport Layout Plan (ALP) was prepared for the Auburn Municipal Airport in 2006. Since that time, the City of Auburn has completed a number of projects at the airport and now there is a need to analyze additional projects in greater detail. The City is enlisting the assistance of Jacobs Engineering Group, Inc. (the Auburn Municipal Airport's consultant approved on March 24, 2008) to update the ALP. After the ALP has been updated it will be submitted to the FAA in order to maintain FAA funding participation in future capital improvement projects.

### *Alternatives Available to Council; Implications of Alternatives*

1. Proceed with Staff Recommendation
2. Do not proceed with staff recommendation

### *Fiscal Impact*

The total cost of the Professional Services Agreement is \$43,522 which would come from the Airport Enterprise Fund.

### **Attachments:**

Consultant Agreement  
Resolution

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Auburn / Jacobs Engineering Group, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and Jacobs Engineering Group, Inc. a Missouri, Corporation ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: update of the Auburn Airport Layout Plan.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's September 20, 2011 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's January 1, 2011 through December 31, 2011 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": September 26, 2011.
- 3.4 "Expiration Date": September 26, 2012.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Forty Three Thousand Five Hundred and Twenty Two Dollars (\$43,522.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Keith O'Connor shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not

enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the

performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay the premium(s) thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn  
1225 Lincoln Way  
Auburn CA 95603  
Telephone: (530) 823-4211  
Facsimile: (530) 823-4216

If to Consultant:

Jacobs Engineering Group,  
Inc.  
707 17<sup>th</sup> Street Suite 2300  
Denver, CO 80202  
Telephone: (303) 820-5241  
Facsimile: (303) 820-2402

With courtesy copy to:

Michael G. Colantuono, Esq.  
Auburn City Attorney  
Colantuono & Levin, P.C.  
11406 Pleasant Valley Road  
Penn Valley, CA 95946-9024  
Telephone: (530) 432-7359  
Facsimile: (530) 432-7356

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this

Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
City of Auburn

**“Consultant”**  
*Jacobs Engineering Group*

By \_\_\_\_\_

By: \_\_\_\_\_  
Steve Summers, *Operations Manager*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Michael G. Colantuono, City Attorney

Date: \_\_\_\_\_



## AUBURN MUNICIPAL AIRPORT AIRPORT LAYOUT PLAN UPDATE

### SCOPE OF SERVICES

#### Scope of Work

A Master Plan and associated Airport Layout Plan (ALP) was prepared for the Auburn Municipal Airport in 2006. Since that time, the City of Auburn has completed a number of projects at the airport and has identified a need to analyze additional projects in greater detail. The scope of work for this project includes assisting the City of Auburn with the revision and submittal of the Airport Layout Plan to the FAA in order to support future development at Auburn Municipal Airport.

#### Project Description of Services

Jacobs' staff will serve in a lead role for the completion of the previously described tasks. These services will be provided on a Time and Material basis as requested, authorized and coordinated by the City of Auburn Staff. The provision of these services is to maintain eligibility of FAA funding participation in future capital development projects. Typical tasks associated with these services, which Jacobs may be requested to provide include:

#### Task 1 – Revise Airport Capital Improvement Program (CIP)

Revise 6-year Airport Capital Improvement Program (CIP) to be submitted to San Francisco ADO and CALTRANS. Revision of the CIP will include the following:

- Revise airport capital improvement project priority
- Development of project cost estimates
- Coordination with City of Auburn Staff to validate project priority
- Meet with City of Auburn Staff and FAA to complete CIP workshop
- Submit CIP to FAA San Francisco ADO and CALTRANS

*Deliverable for Task 1:* Revise 6-year Airport Capital Improvement Program (CIP) to be submitted to San Francisco ADO and CALTRANS. Preparation of the CIP will include the following:

- Coordination with City of Auburn Staff and FAA ADO in San Francisco
- Revise airport capital improvement project priority
- Revised project cost estimates
- Financially Feasible Airport CIP submitted to:
  - San Francisco ADO
  - CALTRANS

## Task 2 – Prepare Federal Grant Application

Prepare the FAA federal grant application. The Application will be submitted during the initial portion of the project. Preparation of the Application will include the following:

- Prepare Federal 424 form
- Prepare Project Funding Summary
- Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment
- Prepare the Sponsors Certification (Attachments 1, 2, 3, 4, and 5)
- Attach the current Grant Assurances (check with FAA for current copy)
- Submit grant to FAA with City of Auburn signatures

*Deliverable for Task 2:* Preparation and submittal to FAA San Francisco ADO of Federal Grant Application to secure Federal funding for the following projects:

- ALP Update
- Perimeter Fence design
- Taxiway Improvement design
- Up to two (2) additional projects to be determined in the future

## Task 3 – Prepare State Grant Application

Prepare the CALTRANS AIP matching grant application. The Application will be submitted upon receipt of the corresponding FAA grant. Preparation of the Application will include the following:

- Prepare DOA 12 (Department of Aeronautics) "State Matching Grant for FAA Airport Improvement Program – Application"
- Submit local government approval for the state matching grant
- Submit FAA grant agreement with FAA and City of Auburn signatures
- CEQA Documentation
- Sketch of project location and dimensions

*Deliverable for Task 3:* Preparation and submittal to CALTRANS Division of Aeronautics of the AIP Matching Grant application package for the following projects:

- ALP Update
- Perimeter Fence design
- Taxiway Improvement Design
- Up to two (2) additional projects to be determined in the future

## Task 4 – Revise Airport Layout Plan Sheet

Revise Airport Layout Plan Sheet in conformance with FAA AC 150/5070-6B and the Western-Pacific Region ALP Checklist. The drawing will be prepared in AutoCAD and reflect existing conditions, in addition to, adding the elements identified below.

- Future Perimeter Fence
- Future Taxiway Improvements
- Add previously completed construction projects to the ALP
- Depict future projects identified by the City of Auburn and the FAA on the ALP
- Coordinate with FAA San Francisco ADO to address comments and approve the revised ALP

### **Assumptions:**

- The ALP Update will not require new aerial photography and/or topographic surveys to be completed
- No public information program will be required
- No alternatives analysis will be included

*Deliverable for Task 4:* Three (3) hard copies and one (1) electronic copy of the Updated and Approved ALP sheet #1 and "Project Justification" narrative

## Task 5 – Prepare FAA Categorical Exclusion/CEQA Documentation for Proposed Projects

Prepare Federal Aviation Administration (FAA) Categorical Exclusion documentation for proposed future development projects in conjunction with preparation of the FAA Grant Application. Efforts associated with this task include:

- Determine NEPA, CEQA and Categorical Exclusion applicability per FAA Orders 5050.4B, 1050.1E and State Statute & Guidelines.
- Develop project purpose and need
- Conduct resource evaluation (if applicable or present) for air quality, coastal resources, land use, construction impacts, Section 4(f) impacts, farmlands, threatened and endangered species, essential fish habitat, migratory birds, floodplains, solid wastes, hazardous materials, historic and cultural resources, light emissions and visual impacts, natural resources energy supply, noise, secondary impacts, socio-economic and environmental justice impacts, water quality, wild and scenic rivers, and cumulative impacts.
- Complete environmental review based upon documentation provided in the approved 2006 Auburn Municipal Airport Master Plan.
- Provide publically available mapping and evidence for above resource determinations.
- Complete FAA Categorical Exclusion documentation and address client comments.
- Complete CEQA Categorical Exemption documentation and address client comments
- Coordinate with FAA San Francisco ADO Environmental Specialist and address comments on submittal.

## **Assumptions:**

- City of Auburn staff will complete all aspects of the Environmental Review and CEQA Documentation with the exception of the following:
  - Development of Purpose & Need Statement submittal which will be provided by Jacobs
  - QA/QC review of Environmental Review and CEQA Documentation prior to submittal to FAA
- Construction footprint limited to airport boundaries and adjacent to existing developed area
- No wetlands or wildlife habitat delineation required
- No archeological or cultural resources impacted and no State Historic Preservation Officer (SHPO) consultation required
- No Phase I environmental site assessment for hazardous materials required
- No site visit required for other resource determinations
- Mitigation coordination and design not included

*Deliverable for Task 5:* Purpose & Need Statement, QA/QC review of Environmental Review, CEQA Documentation prior to submittal to FAA and submittal to FAA San Francisco ADO of up to three (3) Categorical Exclusion documents supporting the following proposed projects:

- Perimeter Fence design
- Taxiway Improvement Design
- Up to two (2) additional projects to be determined in the future

## **Task 6 – Project Administration/Meetings**

Project scoping and fee negotiations will be conducted via phone, WebEx and email. It is anticipated that trips to the Airport and the FAA San Francisco Airports District Office (ADO) will be required to complete the ALP Update. One (1) trip will be made to the Airport by the airport planner and/or project manager. One (1) separate trip will be made to the FAA San Francisco ADO. Trips will be scheduled as follows:

- Meet with the Airport sponsor to present final project scope and fee to City Council for approval and conduct airport site visit.
- Meet with the FAA San Francisco ADO to complete CIP Workshop and project funding coordination
- Meet with the FAA San Francisco ADO to discuss project scoping and expectations

## **Schedule of Time and Material Services**

Jacobs shall be reimbursed on a Time and Materials basis for completed tasks authorized by City of Auburn. Jacob's costs shall be determined on the basis of time (i.e., the number of hours worked), multiplied by the Jacobs's standard hourly rates for each applicable employee classification, plus reimbursable expenses.

## **Terms**

The proposed Scope of Services, corresponding fee and Time and Materials terms are consistent with the Professional Services Agreement signed on March 26, 2008 between the City of Auburn and Carter & Burgess, Inc.

## **END OF SCOPE OF WORK**



## EXHIBIT B APPROVED FEE SCHEDULE

Effective January 1, 2011 - December 31, 2011

Classification: Hourly Rates

Project Director .....	220	GIS Technician .....	100
Sr. Program Manager .....	210	Sr. CADD Technician .....	105
Sr. Planner .....	140	Graphic Designer. ....	105
Sr. Project Manager .....	195	CADD Technician II .....	85
Planner II.....	135	Graphic Artist .....	95
Project Manager .....	175	CADD Technician I .....	75
Planner I .....	125	Sr. Project Coordinator .....	145
Sr. Engineer .....	185	Engineering Intern .....	100
Survey Manager .....	200	Project Coordinator .....	105
Project Engineer .....	150	Sr. Architect .....	165
Surveyor I .....	130	Senior Clerk .....	70
Engineer .....	130	Sr. Landscape Architect .....	135
Sr. Survey Technician .....	120	Clerk II .....	65
Lead Designer .....	125	Landscape Architect .....	120
Survey Technician .....	105	Clerk I.....	60
Sr. Designer .....	120	Landscape Architect Intern .....	85
Party Chief /I .....	125	Administrative Assistant.. ..	80
Designer .....	110	Sr. Facilities Management Specialist .....	110
Rod Operator .....	105	Intern .....	60
CADD Supervisor .....	135	GIS Specialist .....	130
Sr. Graphic Designer .....	130		

### Survey Crews

*Hourly rate includes cost of vehicle, wood stakes, rebar, corner markers, and standard survey instruments and equipment*

One-Person Crew .....	\$170
Two-Person Crew .....	\$230
Three-Person Crew .....	\$300
GPS -per unit, per hour .....	\$30

### Fees and Fee Adjustments:

Time and Material charges shall be invoiced in accordance with this schedule, which is subject to an increase on January 1, 2012 and annually thereafter.

### Reimbursables:

Blueprints, Copies, Telephone (Long Distance), FAX, Special Property Monuments, Photography, Graphic Presentation, and Agency Fees.....	Cost + 15%
Mileage .....	Current Federal Rate Allowed
Litigation Support .....	\$300 per hour

RESOLUTION NO. 11-

RESOLUTION AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT  
WITH JACOBS ENGINEERING GROUP, INC FOR  
AUBURN MUNICIPAL AIRPORT SERVICES

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THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the  
Director of Public Works to execute a Professional Services Agreement with  
Jacobs Engineering Group, Inc. to update the Auburn Airport Layout Plan in an  
amount not to exceed \$43,522.00.

A true and correct copy of said Consultant Agreement is attached hereto as  
Exhibit "A."

DATED: September 26, 2011

\_\_\_\_\_  
William W. Kirby, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify  
that the foregoing resolution was duly passed at a regular session meeting of  
the City Council of the City of Auburn held on the 26<sup>th</sup> day of September 2011  
by the following vote on roll call:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk